# **ADDENDUM NO. 3**

# BRANDYWINE SCHOOL DISTRICT CLAYMONT ELEMENTARY SCHOOL RENOVATION BID PAC B

3401 Green Street, Claymont, DE 19703

THE WHITING-TURNER CONTRACTING COMPANY

**CONSTRUCTION MANAGER** 131 Continental Drive – Suite 404

Newark, DE 19713 302-292-0676

BIDS DUE: **JANUARY 10, 2019 at 2:00 PM** 

LOCATION: Claymont Elementary School, Cafeteria

3401 Green Street Claymont, DE 19703

# NOTICE TO ALL BIDDERS

### 1.0 GENERAL NOTES:

- 1.1 Bidders are hereby notified that this Addendum shall be and hereby becomes part of their Contract Documents, and shall be attached to the Project Manual for this project. All bidders shall acknowledge this addendum on the Bid Form.
- 1.2 The following items are intended to revise and clarify the Drawings and Project Manual, and shall be included by the Bidder in their proposal.
- 1.3 Bidders shall verify that their Sub-bidders are in full receipt of the information contained herein.
- 1.4 Deadline for questions shall be January 4, 2019.

# 2.0 CHANGES TO THE PROJECT MANUAL and DRAWINGS

- 2.1 See ABHA Architects Addendum #3 attachment detailing changes to specifications and drawings.
- 2.2 Section 00 60 00 Performance Bond Form
  - 2.2.1 The Obligee was incorrectly listed as Whiting-Turner

- 2.3 Section 00 11 10 Invitation to Bid
  - 2.3.1 Carol Riddle's address was not listed correctly, the proper address is now shown. Note the bids will be delivered and opened at Claymont Elementary School, Cafeteria, 3401 Green Street, Claymont, DE 19703

# 3.0 ATTACHMENTS

- 3.1 ABHA Architects Addendum #3 dated 1/3/19
  3.1.1 Drawings and Specifications as listed
- 3.2 Bid Questions Log dated 1-3-19
- 3.3 Section 00 11 10 Invitation to Bid
- 3.4 Section 00 60 00 Performance Bond

**END OF ADDENDUM NO. 03** 

#### ADDENDUM ISSUED BY

ABHA Architects, Inc. 1621 N. Lincoln Street Wilmington, Delaware 19806

NOTICE: Attach this Addendum to the Project Manual for this project. It modifies and becomes a part of the Contract documents. Work or materials not specifically mentioned herein are to be as described in the main body of the Specifications and as shown on the Drawings.

Acknowledge receipt of the Addendum in the space provided on the Bid Form. This Addendum is being transmitted to all pre-qualified contractors who have received Contract Documents. If there are any problems with legibility or content, please contact ABHA Architects, Inc. (302) 658-6426.

#### LIST OF ATTACHMENTS:

#### DRAWINGS – VOLUME 2

- I-002 FINISH LEGEND
- I-111.1 FINISH PLAN FIRST FLOOR AREA A
- I-111.3 FINISH PLAN FIRST FLOOR AREA C
- I-111.4 FINISH PLAN FIRST FLOOR AREA D
- I-111.5 FINISH PLAN FIRST FLOOR AREA E
- I-111.6 FINISH PLAN FIRST FLOOR AREA F
- I-112.1 FINISH PLAN SECOND FLOOR AREA E
- I-112.2 FINISH PLAN SECOND FLOOR AREA F

#### **GENERAL INFORMATION:**

- 1. The following substitution requests have been accepted:
  - a. Gymnasium Equipment Performance Sports Systems
  - b. Fixed Audience Seating Hussey Seating Company
  - c. Fixed Audience Seating First Class Seating
  - d. Specialty Ceiling Systems Sky Acoustics Inc.

# **OUESTIONS AND ANSWERS:**

(see attached questions and answers log)

# **CHANGES TO PROJECT MANUAL:**

# SECTION 09 52 00 – SPECIALTY CEILING SYSTEMS

Page 09 52 00 – 3, Article 2.01, Paragraph A

ADD Subparagraph 3.

- 3. Subject to compliance with specifications, the following manufacturers are approved:
  - a. Sky Acoustics Inc.; www.sky-acoustics.com

# SECTION 11 66 23 – GYMNASIUM EQUIPMENT

Page 11 66 23 - 1, Article 2.01

ADD Paragraph B.

- B. Subject to compliance with specifications, the following manufacturers are approved:
  - a. Performance Sports Systems; www.perfsports.com

# SECTION 11 66 23 – GYMNASIUM EQUIPMENT

Page 11 66 23 - 1, Article 2.05

REVISE Subparagraph 1.

1. Provide 200 linear feet of wall padding, 6 feet in height.

### SECTION 12 61 00 – FIXED AUDIENCE SEATING

Page 12 61 00 - 2, Article 2.01, Paragraph B,

ADD Subparagraph 1.

- 1. Subject to compliance with specifications, the following manufacturers are approved:
  - a. Hussey Seating Company; Quattro: www.husseyseating.com
  - b. First Class Seating; Harmony: www.firstclassseating.com

#### **CHANGES TO DRAWINGS:**

#### DRAWING I-002

DELETE Drawing I-002 and REPLACE with Drawing I-002, dated 1/3/2019, attached to this Addendum.

# DRAWING I-111.1

DELETE Drawing I-111.1 and REPLACE with Drawing I-111.1, dated 1/3/2019, attached to this Addendum.

## DRAWING I-111.3

DELETE Drawing I-111.3 and REPLACE with Drawing I-111.3, dated 1/3/2019, attached to this Addendum.

#### DRAWING I-111.4

DELETE Drawing I-111.4 and REPLACE with Drawing I-111.4, dated 1/3/2019, attached to this Addendum.

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# DRAWING I-111.5

DELETE Drawing I-111.5 and REPLACE with Drawing I-111.6, dated 1/3/2019, attached to this Addendum.

# DRAWING I-111.6

DELETE Drawing I-002 and REPLACE with Drawing I-002, dated 1/3/2019, attached to this Addendum.

# DRAWING I-112.1

DELETE Drawing I-112.1 and REPLACE with Drawing I-112.1, dated 1/3/2019, attached to this Addendum.

# DRAWING I-112.2

DELETE Drawing I-112.2 and REPLACE with Drawing I-112.2, dated 1/3/2019, attached to this Addendum.

# **END OF ADDENDUM #3**



Question	Contract	Question	Date	Response	Date of Response	Addendum
65	12A	When will the design for the Admin desk solid surface logo be issued? This will need to be provided prior to bidding if multiple colors/materials are needed.  Depending on the complexity, this logo will take quite a while to price according to my millhouse.	12/21/2018	Logo will be a single color solid surface engraving on the reception counter. Logo will be based on Claymont Elementary cougar logo, and should appear as either an engraving or reveal. This is NOT a screen print or acid etched logo.		3
91	09B	Sheet I-002 mentions finish QT-2 under QTB-1 description. This finish cannot be found on finish schedule or Room Finish Schedule. Can you please confirm location of finish?	12/28/2018	QT-2 not used.	1/3/2019	3
92	09B	No information regarding Finishes PFT-4, PTB-1, PTB-2, and PWT-4 were given. In order to properly estimate the flooring package, a tile line and size must be specified. Can you please specify a tile line and size for PFT-4, PTB-1, PTB-2, and PWT-4?	12/28/2018	See Addendum 3 for clarification	1/3/2019	3
93	09B	Quarry tile (QT-1) was changed from 6"x 6" to 8"x 8" in addendum 1. Are we to assume that QTB-1 was also changed from 5"x 6" to 5"x 8"?	12/28/2018	Correct, provide 5"x8" base.	1/3/2019	3
94	09B	Please clarify alternative number 22. To my understanding, the contractor is to remove 100.00SF of wall tile for mentioned bathrooms, and replace such removed tile with new accent tile. Specs tell you to look at drawings for more specification. However, after reviewing drawings, no more clarify or specification was provided. Does only the accent tile get removed in the gang bathrooms while all tile would be removed in the single toilets. Is this correct? What tile is to be provided in lieu of removed tile? Also, note 20 on page 96 on Volume 2 drawings states that as part of this alternative, PFT-1/PFT-2 is to be provide on floors. Are we to assume 50% of each tile is to be provided? All these factors may affect pricing and rate of work	12/28/2018	Owner would like to remove existing accent band of tile and replace with new at all existing group toilet rooms. No tile work required at single user toilet rooms as part of this Alternate. Provide the following tile for walls for this alternate:  MFR: Daltile Pattern: Crocus QF70  Floor tile patterns should be an equal mix of each color.	1/3/2019	3
95	09B	Finish CWT-4 is said to be colors 0135 Almond and K165 Almond. Are we to assume a random pattern with 50% of each? What color are the trims meant to be?	12/28/2018	CWT-4 to be X735 Matte tiles, trim is to be the same.	1/3/2019	3



Question	Contract	Question	Date	Response	Date of Response	Addendum
96	09B	Wall elevations on several pages of Volume 2 drawings, such as sheet A-402 show wall tile in the bathrooms terminated with a 3" trim. Is this trim meant to be a field tile cut to 3" with Schluter schiene terminating the finish or is this meant to be a bullnose tile cut down to 3"? Daltile, the manufacturer of the spec wall tile currently has bullnose trims in 6"x 6" and 2"x 6" but not 3"x 6". Please clarify how to proceed.	12/28/2018	Provide 2"x6" bullnose	1/3/2019	3
97	09B	Flooring Scope of Work states Stainless Steel base. Do not see listed, please verify that there is not SS Base.	12/28/2018	In scope replace "base" with "cove", see 09 30 00, C6/I-111.4 and note 18 on I-001	12/24/2018	3
98	09B	Is the architect considering the Textile Composite Tile to be carpet or resilient. Vapor barrier and self-leveling is for the resilient area. What floor preparation does the textile composite tile and carpet receive?	12/28/2018	Textile Composite Tile is considered carpet and not resilient flooring per specifications. Floor prep prior to carpet/ TCT flooring installation should be done in accordance with specification section 09 05 61, and manufacturer recommendations.	1/3/2019	3
99	09B	Please verify that the epoxy terrazzo is not in bid pack 9B.	12/28/2018	Terrazzo floor treads are by flooring contractor, 09B. The epoxy terrazzo flooring is by other.	12/24/2018	3
100	12B	Can it be confirmed that Alternate #3 is the responsibility of the 12B – Auditorium & Gym Seating bid package, as specific scope of work for 10A, item 27 also includes alternate #3 for that package?	12/28/2018	Alternate 3 is to be priced by both 10A and 12B	12/28/2018	3
101	12B	Would it be possible for the 12B bidders to also bid on Alternate #8 for the backboards and padding, if the specific bidder also offers this equipment?	12/28/2018	Yes, Alternate 8 can be a voluntary alternate for 12B bidders	12/28/2018	3
102	12B	If the alternates for the gymnasium are accepted, when will the work occur?	12/28/2018	Summer of 2020	12/28/2018	3
103	12B	Drawing A-101.2, issued with Addendum #1, includes removing the two main court basketball backboards under alternate #8, not the four side courts. Drawing A-111.2, sheet keynote 34, has all six backboards being replaced under alternate #8. Can it be confirmed how many backboards are to be replaced under alternate #8?	12/28/2018	Replace the 2 main basketball backboards only. A-111.2 will be updated to reflect this change as part of Addendum 3.	1/3/2019	3



Question	Contract	Question	Date	Response	Date of Response	Addendum
104	12B	The drawings do not indicate a quantity of wall pads, how many wall pads are to be provided under alternate #8. Please provide additional details.	12/28/2018	Provide 200 linear feet of wall pads, 6 feet tall.	1/3/2019	3
105	12B	Will Performance Sports Systems be an acceptable manufacturer for Section 116623, substitution request attached?	12/28/2018	Performance Sports Systems is an acceptable manufacturer. This will be included as part of Addendum 3.	1/3/2019	3
106	12B	Section 116623, paragraph 2.03 specifies only replacement backboards, will new edge padding and break-away goals be desired as well?	12/28/2018	Edge padding and break-away goals not required.	1/3/2019	3
107	12B	Section 116623, paragraph 2.04 specifies floor sleeves. Are these to be included in the base bid or are they also a part of Alternate #8?	12/28/2018	2018 Floor sleeves part of Alternate #8		3
108	12B	Can it be confirmed if the gymnasium is slab on grade for the volleyball sleeve installation, as drawing A-301, detail A1 seems to indicate a room or a crawl space under the gym? If the gym is not slab on grade, can a detail be provided for the appropriate method of sleeve installation?	12/28/2018	Gym floor is slab on grade.	1/3/2019	3
109	12B	Section 116623, paragraphs 2.05.A.3. and 2.05.A.4. specify two different foams for the wall padding, which foam is to be supplied?	12/28/2018	Provide 3.5lb density, polyurethane foam.	1/3/2019	3
110	12B	Will Hussey Seating Company be an acceptable manufacturer for Section 126100, substitution request attached?	12/28/2018	Accepted	1/3/2019	3
111	12B	Section 126100, paragraph 2.01.A.1. specifies finishes for the auditorium seating that are specific to Irwin Seating Company. Are other approved manufacturers required to match these finishes or will manufacturers standard selections be acceptable?	12/28/2018	Other manufacturers to submit color charts and/or samples for seat finishes to determine if there products standard selections will be accepted.	1/3/2019	3
112	12B	Section 126100 does not specify a specific fabric for the seating. Will a specific fabric be required or will manufacturers standard fabric selections be acceptable?	12/28/2018	Fabric will be selected from manufacturers standard range.	1/3/2019	3



Question	Contract	Question	Date	Response	Date of Response	Addendum
113	12B	Section 126613, paragraph 2.01.B. specifies that the existing bleachers are manufactured by Hussey and new bleachers should match style, finish & configuration. The existing bleachers, that were installed 15 years ago, have some features that would not match new Hussey bleachers, most specifically seat style (below is an image of the two different seats, colors are nonspecific). Should the new bleachers included in Alternate #3 also include replacing the seats to have these match on both sides of the gym or are variations from one side to the other understood and acceptable?  EXISTING SEAT  NEW SEAT		Variation from one side to the other will be accepted.	1/3/2019	3
114	12B	Please accept Harmony seats as an equal to the specified Irwin product.	12/28/2018	Accepted	1/3/2019	3
116	26A	Could you clarify the electrical work for alternate #19? The detail is only showing shelving but no power or lighting.	12/28/2018	No electrical work required. These are bookshelves only.	1/3/2019	3
117	26A	Electrical bid form has line items for (2) unit prices. Electrical scope of work states there is no unit prices. Which is correct?	12/28/2018	No unit prices are to be provided at this time.	12/28/2018	3
118	26A	Could you clarify work to be included in Alternate #25 Data infrastructure.	12/28/2018	See Question #21 issued in addendum 2.	12/28/2018	3
119	26A	Is there a reflected ceiling plan for area G on E-110?	12/28/2018	Area G is exposed deck, there is not ceilings installed with the exception of at the stairs.	12/28/2018	3



Question	Contract	Question	Date	Response	Date of Response	Addendum
128	06A	In Addendum 2, Alternates 7 and 10 were added to the carpentry scope of work in item 44. We have the following questions regarding this work:  1. New scope item 44 refers us to drawing A111.2. Is the Gymnasium stage B114 included as part of Alternates 7 or 10? The scope only mentions the Auditorium stage, but  2. In the Finish Schedule on drawing I-001, Keynote 3 indicates that finish scope is part of Alternate 7. The Gym stage B114 includes this keynote but the Auditorium stage C119 does not. Also, there are a bunch of other areas that include keynote 3. Are these to be included in our scope under alternate 7?  3. In the Gymnasium, can we refinish around the four existing bleachers or should we include dismantling and removing the bleachers and then replacing them upon the completion of the gym floor refinishing?  4. The elevations indicated on drawing A-621 are shown to be 1-4 on drawing A-414 but this drawing is for the Music Rooms rather than the Gymnasium.  5. On drawing A-621, we see a note about the abbreviation SP-1 on the bottom right. What do the other SP and the ST abbreviations mean?	12/28/2018	<ol> <li>Gymnasium stage not included in scope.</li> <li>Gymnasium stage not included in scope. Other rooms with keynote 3 should be included under alternate 7.</li> <li>Floor can be refinished around 2 existing bleachers.</li> <li>Omit annotation for gymnasium elevations, these are not included.</li> <li>Each number indicates a different paint (SP) or stain (ST) finish.</li> </ol>	1/3/2019	3
130	31A	) Does the recently installed concrete walk that runs from the existing parking lot to the 120 x 146 play area get removed and replaced with new walk / ramp with railing as shown on C-105, or is the walk installed in BPA a finished product.	12/28/2018	Work completed in Bid Pac A	1/3/2019	3
131	31A	Does the recently paved walkway to paved play area get removed and replaced with concrete walk with railing as shown on C-105	12/28/2018	No, This work was completed in Bid Pac A. No work required in Bid Pac B.	1/3/2019	3
132	31A	Note 10 for the site work package states we provide the sanitary sewer system. Please confirm this work was finished under Bid package A	12/28/2018	The sanitary sewer system was completed in Bid Package A.	1/3/2019	3



Question	Contract	Question	Date	Response	Date of Response	Addendum
133	31A	Note 12 for the site work package states we are responsible to provide all fire hydrants. Are there any fire hydrants to be installed under Bid package B, or was this work finished under Bid package A? Please confirm	12/28/2018	No fire hydrants are proposed in Bid Package B	1/3/2019	3
134	31A	Is it possible to have the site plans marked to clearly show the demo / removals and the specific site work activities left for Bid package B?	12/28/2018	The site plans are marked and noted to distinguish the work in Bid Package B. No further changes will be made to the plans.		3
135	09B	For the Broadloom Carpet selection, the Tandus 6' good comes in multiple backings.  -Does the architect know which backing they want?  -The 6' goods are typically a closed back system. Does the architect want the areas with broadloom to be moisture mitigated?	12/28/2018	Backing is to be powerbond.  Moisture mitigation requirements are outlined in Floor Prep Specification. Contractor also to prep floors based on manufacturer recommendations.	1/3/2019	3
136	07D	in 07D, Caulking scope, item 6F, "Bathroom accessories to adjoining material" Are toilet accessories required to be caulked		Division 10 items within restrooms don't require caulking by 07D. If manufacture installation instructions require caulking, caulking will be preformed by installing contractor. Plumbing fixtures are to be caulked under 07D	12/28/2018	3
137	08A	Spec section 084413 Alum CW indicates "Column Covers" at Stair #4 (084413-2.03.D) Is location accurate? None seen or detailed at this location?	12/28/2018	Column covers not required at Stair 4.	1/3/2019	3
138	08A	There are column surrounds shown at Vestibule D101 (A-111.4, Note 27). Are these by glazing contractor?	12/28/2018	The column surrounds are to be provided by contract 06A.	12/28/2018	3
139	08A	Does the column covers detail E1/A5-04 apply to the column covers shown at Vestibule D101 (A-111.4, Note 27)?	12/28/2018	Yes, column covers at vestibule to be similar to detail E1/A-504.	1/3/2019	3



Question	Contract	Question	Date	Response	Date of Response	Addendum
140	09C	Acoustic Room Components 09 84 00 -Section 2.02, subsections A, B, & C. These subsections call out for different materials based on the locations. The locations given do not match any rooms specified on the prints. For example, Subsection B is specific to the Performing Arts Center, where as Subsection C is specific to the Studio Theater. Neither locations are listed on the prints, nor the finish schedule. We have found panels located in the Auditorium, the Band Room, as well as the Choral Room. Please confirm which location each subsection belongs to.	12/28/2018	Omit Paragraphs B and C from Article 2.02. Contractor is only responsible for Article 2.02, Paragraph A. Panels are located in Auditorium, Band Room, and Choral Room.	1/3/2019	3
141	07D	Please clarify mason's responsibility in the response to bid question #35, issue in addendum #2	12/28/2018	Raking out the mortar is by 04A, recaulking is by 07D	12/28/2018	3
142	7D/9D	Since the exterior control joints are to be recaulked with non paintable silicone per bid question #36, what the painting/caulk sequence at areas where brick is painted?	12/28/2018	Caulking contractor is to remove old sealant and recaulk, painting contractor follow with masking/cutting in at newly placed caulk.	12/28/2018	3
144	07A	In response to the previous bid question #45, should the insulation on the tapered deck be 1/8" slope to add to the existing 1/8" slope to get a total of ½"per foot? This is important to know due to the height of the highest point of insulation and how much wood blocking the edge will need.	12/28/2018	1/4" slope minimum should be made typical across all roofs. If existing through wall flashing prevents 1/4" slope due to its height, 1/8" slope will be accepted.	1/3/2019	3
147	09C	Is the "linear metal ceiling" at the outer door patio ceiling – Dwg A-121.3 part of contract 09C, Acoustical's scope?	1/2/2019	Contract 09C is to provide all linear metal ceiling on the project	1/2/2019	3
148	09C	Is the "Acoustical Spray applied finish" to bottom of deck per Dwg A-121.4 Reflected Ceiling Plan 1ST Floor Area D part of contract 09C, Acoustical's scope?	1/2/2019	Contract 09C is to provide all acoustical spray applied finishes on the project	1/2/2019	3



Question	Contract	Question	Date	Response	Date of Response	Addendum
149	09C	Are we responsible for remove & replace of the acoustical panel in the auditorium Walls per A-413, or only replacement.  Contract 09C	1/2/2019	Contract 09C is responsible for removing the existing panels, disposing of the debris to CM supplied dumpsters, and providing new panels.	1/2/2019	3
150	09C/10A	Which contract is responsible for the PLAM wall panels and Tackable fabric wall panel on D1/A-411	1/2/2019	Contract 10A	1/2/2019	3
152	08A	For contract 08A glazing, please confirm location of curtain wall at area D south in Alt #12. Location is not identified on the architectural drawings.	1/2/2019	No curtain wall at Alt #12, only storefront. See A-620	1/3/2019	3
153	08A	For contract 08A glazing, please confirm locations of existing windows to be replaced in Alt #21 in areas D, E & F. Locations are not identified on the architectural drawings.	1/2/2019	See A-622 for locations and quantities of windows to be replaced as part of Alt #21.	1/3/2019	3
154	08A	For contract 08A glazing, please confirm 086250 Tubular Skylights (Alt #20) is not to be provided in the glazing	1/2/2019	Roofing Contractor, 07A should provide alternate pricing.	1/2/2019	3
162	31A	C-103 Who is responsible for the demolition of the building noted as "existing building (to be demolished)"?	1/2/2019	This is to be demolished by others and bid at a future time	1/2/2019	3
164	09C	The "Acoustical Spray applied finish" to bottom of deck per Dwg A-121.4 Reflected Ceiling Plan 1ST Floor – Please provide Specification	1/2/2019	See Specification Section 07 21 29 - Sprayed Insulation	1/3/2019	3
184	26A	Electrical Scope of work mentions lightning protection. There is no spec section or mention of it on drawings, Is Lightning protection part of this project?	1/3/2019	There is no building mounted lighting protection on this project.	1/3/2019	3

# SECTION 00 11 10 INVITATION TO BID

Sealed bids for BSD Contract No. **BSD19001-CLAYMONT-BID\_PAC\_B** – Claymont Elementary School Renovations will be received by the Brandywine School District on **January 10, 2019** at 2:00pm **at Claymont Elementary School Cafeteria, 3401 Green St, Claymont DE 19703.** , at which time they will be publicly opened and read aloud. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Selective Demolition Bid # BSD19001-02A Concrete Bid # BSD19001-03A Masonry Bid # BSD19001-04A Structural Steel and Misc Metals Bid # BSD19001-05A Carpentry Bid# BSD19001-06A Roofing Bid # BSD19001-07A Exterior Panels Bid # BSD19001-07B Spray Foam Bid # BSD19001-07C Caulking Bid # BSD19001-07D Glass and Glazing Bid # BSD19001-08A Drywall Bid # BSD19001-09A Flooring and Tile Bid # BSD19001-09B Acoustical Ceiling Bid # BSD19001-09C Painting Bid # BSD19001-09D Specialties Bid# BSD19001- 10A Food Service Equipment Bid # BSD19001-11A Casework Bid # BSD19001-12A Auditorium/Gym Seating Bid # BSD19001- 12B Elevators Bid # BSD19001- 14A Fire Suppression Bid # BSD19001-21A Plumbing Bid # BSD19001-22A HVAC Bid # BSD19001-23A Electrical Bid # BSD19001-26A Sitework/Paving Bid # BSD19001-31A

This project is a major renovation of the entire school and all systems. Work will need to be phased in-order to keep school operations open.

Pursuing LEED Silver Certification

Attention is called to construction schedule as detailed in the Bid Documents.

A MANDATORY Pre-Bid Meeting will be held on December 11, 2018 at 2:00pm at Claymont Elementary School in the Cafeteria, 3401 Green St, Claymont DE 19703 for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. ATTENDANCE AT THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.

ABHA Architects Project No. 1630 Sealed bids shall be addressed to the Carol Riddle, Brandywine School District, 1311 Brandywine Blvd, Wilmington, DE 19809. 3305 Green Street, Claymont DE 19703. The outer envelope should clearly indicate: "BSD19001-CLAYMONT-BID\_PAC\_B-INCLUDING THE BID PACKAGE # – CLAYMONT ELEMETRY SCHOOL RENOVATIONS – SEALED BID – DO NOT OPEN."

Contract documents may be obtained beginning **December 3, 2018**, at the following link:

https://whiting-turner.box.com/v/ClaymontPacB

All bids will be publicly opened at Claymont Elementary School, 3401 Green Street, Claymont, DE 19703 in Cafeteria on January 10, 2019 at 2:00 P.M. Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" required that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The regulation can be downloaded from the following website:

http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.pdf

Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE) and Women-Owned Business Enterprises (WBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

#### END OF SECTION

# SECTION 00 60 00 STATE OF DELAWARE PERFORMANCE BOND

	ВОГ	id Number:
KNOW ALL PERSONS BY THESE	PRESENTS, that we,	, as principal
("Principal"), and		
authorized to do business in the State unto the	of Delaware, as surety ("	Surety"), are held and firmly bound
name), in the amount of	(\$	_), to be paid to <b>Owner</b> , for which
payment well and truly to be made,	we do bind ourselves, or	ur and each and every of our heirs,
executors, administrations, successor firmly by these presents.	s and assigns, jointly ar	id severally, for and in the whole,
Sealed with our seals and dated this _	day of	, 20
NOW THE CONDITION OF THIS awarded by <b>Owner</b> that certain c day of, 20	contract known as Con-	tract No dated the
reference, shall well and truly provide the work required under and pursuant Documents (as defined in the Contra	and furnish all materials, to the terms and condition	appliances and tools and perform all ons of the Contract and the Contract
provided, shall make good and reimbu	urse <b>Owner</b> sufficient fun	ds to pay the costs of completing the
Contract that <b>Owner</b> may sustain by	<u>•</u>	<u> </u>
shall also indemnify and save harmles		
or by reason of the performance of the	ne Contract and for as lor	ng as provided by the Contract; then
this obligation shall be void, otherwise	e to be and remain in full:	force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

	PRINCIPAL	
	Name:	
Witness or Attest: Address:		
	By:	(SEAL)
Name:	Name:	
(Corporate Seal)	Title:	
	SURETY	
	Name:	
Witness or Attest: Address:		
	By:	(SEAL)
Name:	Name:	
(Corporate Seal)	Title:	